

NOTICE TO BIDDERS
Borough of Clementon
County of Camden

Notice is Hereby Given that sealed bids for the furnishing and delivery of a 30 Yard Leaf/Debris Collection Trailer for the Borough of Clementon , will be received by the Borough Clerk of the Borough of Clementon at the Municipal Building, 101 Gibbsboro Road, Clementon, New Jersey 08021 on Thursday, October 22, 2020 at 11:00AM, prevailing time.

Specifications and form of proposal are posted on the municipal website and on file at the Municipal Clerk's Office and may be obtained upon request.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

*Bid Portal Site- <http://www.Clementon-nj.com>

Due to COVID 19 precautions, the bid opening shall be held via zoom, and bids may be submitted via USPS or placed in the drop box located at the Municipal Building, 101 Gibbsboro Road, Clementon, New Jersey.

Bid Opening Zoom Access Information:

Topic: CLEMENTON BOROUGH 30 YARD LEAF/DEBRIS TRAILER BID OPENING

Time: Oct 27, 2020 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81564096989>

Meeting ID: 815 6409 6989

One tap mobile

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Meeting ID: 815 6409 6989

Find your local number: <https://us02web.zoom.us/j/81564096989>

The right to reject any and all bids is reserved in accordance with applicable law.

By Order of the Mayor and Council of the Borough of Clementon.

Jenai L. Johnson,
Administrator/Municipal Clerk

CLEMENTON BOROUGH

**SPECIFICATIONS FOR 30 YARD LEAF/DEBRIS
COLLECTION TRAILER**

Instructions to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "Leaf Vacuum Trailer Bid".
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

IV. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- C. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

V. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration shall be submitted prior to award of bid. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

E. NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Law Enforcement Commission (ELEC) pursuant to the requirements of N.J.S.A. 19:44A-20.27 (New Jersey "Pay-To-Play" Law) if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

F. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

G. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html.](http://www.state.nj.us/labor/lssse/lspubcon.html)

H. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- **“Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.**
- **"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...**
- **“Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.**

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at

www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

- I. NON-COLLUSION AFFIDAVIT FORM
- J. DISCLOSURE of INVESTMENT ACTIVITIES IN IRAN– in accordance with Public Law 2012, Chapter 25

VI. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section VIII, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible, responsive bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. Pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4.b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within ten (10) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
- G. Bidders must quote on all items, failure to do so will disqualify the bid.

VIII. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost. This shall include the cost of leaf vacuuming service within the Borough of Clementon provided on an emergency basis.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

IX. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation. See specifications section.
- B. Payment will be made in accordance with the Owner's policy and procedures.

BID DOCUMENT SUBMISSION CHECKLIST

Borough of Clementon
Supply of 30 Yard Leaf/Debris Collection Trailer

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

	Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
✓	Bid Document Submission Checklist (this document)	
✓	Bid Form	
✓	A statement of ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
✓	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

	Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)		Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
✓	Affirmative Action Questionnaire		✓	Bidder's Affidavit	
✓	Acknowledgement of Americans with Disabilities Act of 1990		✓	Disclosure of Investment Activities Form	
✓	New Jersey "Business Registration Certificate" Form (as amended by N.J.S.A. 40A:11-23.2)		✓	Evidence of Insurance	
✓	Non-Collusion Affidavit (this form must be Notarized)		---	-----	---

C. SIGNATURE: The undersigned hereby acknowledge and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

BID PROPOSAL FORM

SUPPLY OF 30 YARD LEAF/DEBRIS COLLECTION TRAILER REQUIREMENTS OF BIDDERS

With regards to the equipment, the franchise dealer bidding on the trucks, must include a statement certifying that he has a service facility capable of servicing the truck.

The Vendor supplying the associated equipment must state the following: That he has a complete service facility to handle all the associated equipment; must be within a 50-mile radius; and that he must include in his bid, the names and telephone numbers of people who can service the equipment or can be reached for emergency service.

A statement that a hydraulic testing facility is in existence for inspection by the County, and that all equipment can be serviced by a single vendor other than the chassis manufacturer, must be provided with the bid.

A statement that the supplier of the equipment has in service seventy-five (75) units similar to what is being provided and has been manufacturing said units for at least five (5) years.

Certified documentation must accompany the bid, indicating units, customers, etc.

A testing facility must be available at the vendor's place of assembly to test the entire hydraulic system, prior to installation on the vehicle so as to preclude leaks, etc.

Manuals – One each of the complete Master Parts and Shop Repair Manuals.

Training – One day instructions; as per requirements.

A demonstrator until must be made available within ten (10) days after bid.

A statement that the Vendor or sub-contractor is not under any Bankruptcy Law.

Rustproofing: Entire vehicle to be rustproofed in accordance with NJ DOT 4938-173. Warranty to be for full five (5) years, and issued by manufacturer or rustproofing material. Sample of warranty required with bid.

OUT OF STATE VENDORS MUST SUPPLY PICK-UP AND DELIVERY OF VEHICLES DURING THE FULL DURATION OF THE WARRANTY.

INSTALLERS MUST BE ASE (AUTOMOTIVE SERVICE EXCELLENCE) CERTIFIED-CERTIFICATE MUST BE INCLUDED IN BID – NO EXCEPTIONS.

Installer must be NTEA MVP certified. Certification must accompany bid.

ALC 30 YES/NO BID SPECIFICATION

GENERAL:

This specification describes a self-contained engine-driven vacuum leaf collecting machine. The leaf collector is trailer mounted, designed for one-person operation, and capable of picking up and completely mulching leaves from curb sides, median strips, ditches, open spillways, and other areas, then depositing the mulch in an Integral 30 cubic yard all-steel hopper.

DEVIATIONS:

Bidders shall offer a regularly-manufactured machine and supply descriptive literature and complete specifications. All deviations from and exceptions to this specification must be completely explained and included with the bid. Otherwise the purchasing authority will assume the proposed machine to be exactly as described above.

COMP Y YES NO

DEVIATIONS

1. POWER UNIT: (KOHLER KDI 2504 TCR FINAL TIER 4 DIESEL-74 HP)

A. TYPE: IN-LINE 4 CYCLINDER, 4 CYCLE, TURBO DIESEL

COMP Y YES NO

DEVIATIONS

B. DISPLACEMENT: 151 CUBIC INCHES

COMP Y YES NO

DEVIATIONS

C. GROSS POWER: 74 HP (55 kW) CONTINUOUS AT 2400 RPM

COMP Y YES NO

DEVIATIONS

D. INSTRUMENTS: CURBSIDE, IN SHOCK-MOUNTED PANEL. ELECTRONIC THROTTLE WITH DIGITAL READOUT. KEYED ON/START/OFF SWITCH. DIGITAL VOLTMETER – TACHOMETER – HOUR METER – WATER TEMPERATURE AND OIL PRESSURE WITH SAFETY SHUT-OFF. EMERGENCY STOP BUTTON.

COMP Y YES NO

DEVIATIONS

E. ACCESSORIES: ELECTRONIC VARIABLE SPEED GOVERNOR. GEAR DRIVEN HYDRAULIC PUMP, 18.6 GPM AT 1800 PSI.

COMP Y YES NO

DEVIATIONS

F. ALTERNATOR: 72 AMPERE

COMP Y YES NO

G. BATTERY: 950 COLD CRANKING AMPS, 185 MINUTE RESERVE.

COMP Y YES NO

DEVIATIONS

H. MUFFLER: LONGITUDINAL INTERNAL TO ENGINE SHROUD

COMP Y YES NO

DEVIATIONS

I. FUEL TANK: 30 U.S. GALLONS – STEEL POWDER-COATED WITH FUEL GAUGE

COMP Y YES NO

DEVIATIONS

2. RADIATOR SCREEN:

A fixed pleated aluminum auxiliary screen is provided, for additional protection to the radiator with no reduction of airflow. Radiator airflow is outward allowing a continuous cleaning function of the auxiliary screen

COMP Y YES NO

DEVIATIONS

3. FAN DRIVE:

A. The 30” diameter suction fan is direct driven by an 11-1/2” heavy duty over center clutch through a 2-1/4” diameter straight output shaft.

COMP Y YES NO

B. The fan hub is coated with anti-seize material and is positioned on the shaft by a 5/58” square by 4-1/4” long key and secured by a 1” – 14 by 2” long grade 5 bolt and split “lock” washer. The 1” bolt clamps a 1/2” by 4” flat washer to the end of the output shaft and the washer is secured to the fan hub with four 3/8”-16 by 1” socket head cap screws and split “lock” washers.

COMP Y YES NO

DEVIATIONS

C. The clutch housing has a double lip seal. The clutch shaft has a sealed pilot bearing and two 2-1/4” I.D. tapered roller bearings, each with a basic rating of 3,370 pounds radial and 2,330 pounds thrust.

COMP Y YES NO

DEVIATIONS

D. The clutch handle is extended to provide easy access by the operator, allowing engagement and disengagement of the fan while the engine is running.

COMP Y YES NO

4. SUCTION FAN:

A. The fan is 30" diameter, 8-1/4" wide at the tip and has a minimum of six radial blades.

COMP Y YES NO

DEVIATIONS

B. The fan backing plate is 1/4" thick steel and the blades are 3/8" thick AR400 abrasion resisting alloy steel with 1/8" formed reinforcing welded to the back faces.

COMP Y YES NO

DEVIATIONS

C. After welding, the complete fan is stress relieved for two hours at 1100-degree F using an atmosphere-controlled gas fired heat treatment process. This treatment relieves stresses induced by welding and reduces the possibility of weld failure due to shock loads. Non-gas fired heat treatment or vibratory stress relieving processes are not acceptable as they produce brittle fans subject to cracking and early failure.

COMP Y YES NO

DEVIATIONS NOT ACCEPTED

5. FAN TO HOUSING EFFICENCY:

A. The high efficiency fan and housing design combines a 30" diameter fan and low fan tip clearance. This provides substantial engine horsepower reserve for picking up dense debris under adverse conditions and prevents engine stall-out. It also prevents excessive material build-up in the fan housing and produces the most efficient ration of intake material to hopper air exhaust.

COMP Y YES NO

6. FAN HOUSING:

A. The fan housing is approximately 37" high, 39" long, and 10-1/2" wide, made of 1/4" steel plate

COMP Y YES NO

DEVIATIONS

B. For added resistance to abrasive debris, the housing includes a two-place replaceable liner made of 1/4" thick steel.

COMP Y YES NO

DEVIATIONS

C. To prevent worn liner sections from being drawn into the rotating fan blades, the sections are secured by ten alloy steel flat head socket cap screws and stover lock nuts. Non-bolted or slip in liners are not acceptable and may pose a safety hazard as they may dislodge during operation.

COMP Y YES NO

D. The fan housing is rigidly attached to the engine frame. To prevent severe engine and P.T.O. damage should large foreign objects be sucked into the blower housing, the back of the blower housing incorporates a safety band clamped to the P.T.O. housing, to divert shock loads to the engine frame rather than to the P.T.O. housing and engine block.

COMP Y YES NO

E. Fan removal is accomplished by removing eleven bolts on the adaptor flange at the front of the housing. In order to change the fan, it is not necessary to remove the entire blower housing.

COMP Y YES NO

7. 45 DEGREE HOSE ADAPTOR:

At the fan inlet, a 45-degree hose adaptor for added hose movement and storage while keeping sealed air flow through out the suction process. Bolted design allows for easy interchangeability.

8. FAN DISCHARGE:

Discharge is directly from the fan housing to the hopper via a 10 gauge all steel welded chute. The chute has a break-away connection with a ¼” thick top plate sealed by a half inch thick closed-cell foam rubber gasket.

COMP Y YES NO

DEVIATIONS

9. SUCTION HOSE:

A. The suction hose is 16” diameter, 10’ long and includes a tube, carcass, reinforcing wire, cover, and cuff.

COMP Y YES NO

DEVIATIONS

B. The tube is abrasion-resistant NC/SBR and the inner surface has a wax blooming rubber liner that resists wear, reduces friction, and decrease build-up of leaf material. The carcass is multi-ply woven polyester fabric.

COMP Y YES NO

DEVIATIONS

C. The reinforcing wire is 0.177" diameter spring steel rolled at 1-1/2" pitch for easy flexing and long life.

COMP Y YES NO

DEVIATIONS

D. The cover consists of black abrasive resistant neoprene over the entire outside of the hose, providing excellent wear and resistance to weather, oil, and ozone.

COMP Y YES NO

DEVIATIONS

E. Each end has straight heavy cuffs to allow bolting for strong installation.

COMP Y YES NO

DEVIATIONS

F. The hose weighs 7.5 pounds per foot to combine flexibility with heavy duty performance.

COMP Y YES NO

DEVIATIONS

G. A metal operator handle and arm assembly is provided at the intake. Pick-up is from the curbside with no interruption of normal traffic flow.

COMP Y YES NO

DEVIATIONS

H. HOSE QUICK DISCONNECT:

The suction hose is connected to the blower housing adaptor without the use of bolts or wing nuts. The Quick Disconnect device includes a flange on the end of the suction hose, a split ring attached to the blower housing, and an over-center clamp for locking the split ring over the hose flange. A safety cover is also provided, for use when the suction hose is removed. The safety cover is similarly retained by the split ring and over-center clamp.

COMP Y YES NO

DEVIATIONS

10. HYDRAULIC HOSE SUPPORT:

A. The 12 volt electric-hydraulic power unit provides up and down movement of the standard hose boom. This is done through a two inch diameter cylinder that is activated with push button switches mounted in a hand-held pendant, which can be mounted at the operator's station.

COMP Y YES NO

DEVIATIONS

B. The standard hose boom is designed with two flange bearings top and bottom, bolted solid with grease fittings included, less binding or wear on the boom is accomplished. The hose support hydraulic system is independent of the hopper dump circuit.

COMP Y YES NO

DEVIATIONS

11. HOPPER AND HOPPER FRAME:

A. The hopper fame is 101" wide, 159" long. The cross members are made of 5" at 9 pounds per foot channel supporting the width of the hopper.

COMP Y YES NO

DEVIATIONS

B. The main channels are made of 6" x 2" x 5/16" wall rectangular tubing and 34" wide by 155" long and are welded to the cross channels in such as way as to maintain a 6" overall height. The hopper and frame assembly form a unitized structure.

BOLTED HOPPER FLOORS ARE UNACCEPTABLE. NO DEVIATIONS PERMITTED.

COMP Y YES NO

DEVIATIONS ARE NOT ACCEPTED

C. The hopper dimensions are 101" wide, 186" long, and 80" high, creating a capacity of 30 cubic yards. Front hopper extensions are not acceptable because they can accumulate excessive debris.

COMP Y YES NO

DEVIATIONS NOT ACCEPTED

D. The hopper is made for 12-gauge sheet steel all welded construction with five supporting ribs of 3" structural channel encircling the hopper for strength. The inside of the hopper is smooth for ease of dumping is fully packed load.

COMP Y YES NO

DEVIATIONS

E. The top of the hopper has four slide-in filter screens in four framed steel sections reinforced with 1-1/2" expanded metal. The replaceable aluminum mesh screen is bolted to the screen frames.

COMP Y YES NO

DEVIATIONS

F. The hopper assembly is attached to the main frame by a 3/8" thick steel plate hinge assembly, which is formed, bushed, and welded to the rear of the hopper frame. This hinge assembly attaches to the main frame with a 1-1/2" diameter by 39" long steel pin.

COMP Y YES NO

DEVIATIONS

12. DUAL SIDE HINGED REAR DOORS:

Two-piece heavy-duty side hinged overlapping rear doors that open with ease and can be locked into place while dumping. Each door opens 270 degrees and is securely held in place by 3 welded custom hinges. The rear doors open and close via dual cam type lock rods with keeper locks to create a strong, tight fit. Each door is fabricated using 3/16-inch flat sheet steel framed by 1-1/2" x 3" x 1/8" thick square tubing.

COMP Y YES NO

DEVIATIONS

13. TOP MOUNTED HOOD AIR DEFLECTOR:

Steel fabricated and painted bolt together top hood air deflector designed to direct exhaust air from the top screens to the rear and downward across the rear door.

COMP Y YES NO

DEVIATIONS

14. HYDRAULIC SYSTEM:

A. The leaf collector has an independent hydraulic pump driven by the engine (not electric driven) to power the hopper dump cylinder.

COMP Y YES NO

DEVIATIONS

B. The hopper is self-dumping, using a 6" diameter three-stage hydraulic cylinder with a capacity of 55,000 pounds, applied directly upward at the front of the hopper and allows for a 47-degree dump angle.

COMP Y YES NO

C. This front mounted cylinder provides a positive mechanical advantage, which permits smaller diameter cylinders at lower operating pressure, compared to high pressure, negative mechanical scissor type hoists.

COMP Y YES NO

DEVIATIONS

D. The hydraulic system includes an oil tank, valve for operating the hopper dump cylinder, hydraulic hoses, and all connections operating at a maximum 2,000 psi.

COMP Y YES NO

DEVIATIONS

15. TRAILER FRAME:

A. The leaf collector overall size is 101" wide, 365" long and 118" high.

COMP Y YES NO

DEVIATIONS

B. The main frame is 34" wide and 294" long, made of 6" x 2" x 5/16" wall rectangular tubing and 6" at 10.5 pounds per foot steel channel.

COMP Y YES NO

DEVIATIONS

C. A 6" OD, 2-3/4" ID by 1-5/8" wire forged lunette eye is welded and gusseted to a 3/4" by 6" by 9" plate. The eye and plate are attached by four 1" diameter Grade 8 bolts to a 3/4" by 9" by 14" plate welded and gusseted to the 6" x 4" x 1/2" wall rectangular tube tongue. The plate incorporates eight 1-1/6" diameter holes on 4" centers to adjust for different towing vehicles.

COMP Y YES NO

DEVIATIONS

D. HYDRAULIC JACK STAND:

Big Foot Quadra self-contained electric hydraulic jack stand is supplied in lieu of the manual jack. SINGLE Point, SINGLE Pump 12,000 lb. Square Leg Jack. The 35" overall length in the retracted position and has 24" of travel. Control is via a weatherproof control box mounted on top of the jack.

COMP Y YES NO

DEVIATIONS

16. DUAL TANDEM AXLE SUSPENSION AND BRAKES RATED AT 12,000 LBS.

A. A trailer has two 5" diameter tubular alloy steel axles rated at 12,000 pounds each, four slipper leaf spring assemblies rated at 6000 pounds each, swivel equalizers between the axles, and oil bath hubs.

COMP Y YES NO

DEVIATIONS

B. The unit is equipped with eight 7.50-16.5 10 ply tires having a 66" track.

COMP Y YES NO

DEVIATIONS

C. Axles, springs, and tires are attached to a bogie sub-frame, which is bolted to the trailer frame. The sub-frame is fabricated of rectangular 3/16" wall steel tube and is 120" long by 47" wide. There are five supporting cross channels of 6" at 8.2 pounds per foot structural steel. The tire center line does not exceed the center line of the supporting springs by more than 12", thus distributing the weight of the hopper and contents.

COMP Y YES NO

DEVIATIONS

D. The leaf collecting unit has electrically operated brakes on both axles, controlled from the towing vehicle with a plug connector between the trailer frame and the towing vehicle. The unit is equipped with an electronic brake control that requires no hydraulic connection to the towing unit and a break-away safety switch, which will apply the brakes on all wheels in the event the towing vehicle and leaf collector become separated.

COMP Y YES NO

DEVIATIONS

17. LIGHTS:

A. The unit is equipped with LED lights reflectors in accordance with Federal Motor Vehicle Safety Standards.

COMP Y YES NO

DEVIATIONS

B. TOP MOUNTED LED STROBE PACKAGE:

Two top-mounted (2 total) yellow safety strobe lights. The top mounted lights are recessed in 12-gauge steel protection box angled to deflect trees and branches. The lights are wired to the key standard or to a separate on off switch if requested.

COMP Y YES NO

DEVIATIONS

18. SAFETY PACKAGE:

A. Conspicuity Tape located on the side of unit and at the top rear; designated to meet trailer safety requirements.

COMP Y YES NO

DEVIATIONS

B. Safety bumper is mounted at rear of unit; approximately 19 inches off ground with stop and turn lights mounted in bumper.

COMP Y YES NO

DEVIATIONS

C. Bumper is made of 6 x 3 x 1/8" wall, 90 inches wide gusseted and capped for strength and capped for strength and rigidity.

COMP Y YES NO

DEVIATIONS

19. PAINT:

A. The hopper, engine cover, and fan housing are thoroughly steel shot blasted and given one coat of primer and one coat of Sherwin Williams Genesis finish. The trailer frame and axles are similarly finished in black.

COMP Y YES NO

DEVIATIONS

TO THE BOROUGH OF CLEMENTON (Owner):

The undersigned hereby declares that he/she has carefully examined the specifications, plans and form of contract for the project named above; that he/she has carefully examined the site of the project; and that he/she will contract to carry out and complete said project as specified and delineated at the price per unit measure or lump sum for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned is based on the quantities listed and will control in the awarding of the contract. Payment will be made only for the actual quantity ordered based on availability of funds.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

1. All Total Prices for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in figures.
2. If based on the above, it is found that the written Total Price for the entire contract is found to have been incorrectly computed, then changes will be made in any or all unit prices so as to attain conformity with said Total Price before the contract is executed.

The undersigned proposes to furnish all materials and equipment required to complete in every detail, in accordance with specifications and other contract documents prepared by the BOROUGH OF CLEMENTON at and for the following Unit Prices and Total Price:

Item	Quantity	Description	Unit Price	Amount
-------------	-----------------	--------------------	-------------------	---------------

Base Bid

1	1	30 Yard Leaf/Debris Collection Trailer, as specified	\$ _____	\$ _____
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Bid shall include delivery to the Borough of Clementon, 101 Gibbsboro Road, Clementon, NJ 08021

Total Amount of Base Bid (Item No. 1, inclusive) \$ _____

Total Amount of Base Bid Written Out: _____

Manufacturer: Name and Model No.

Exceptions from Specifications: _____

Name, Address and Telephone No. of Local Service Facility _____

The undersigned hereby agrees to complete all delivery of goods within the number of calendar days listed below from the date of notice of award, which will be forwarded to the Contractor by the OWNER. He further agrees that the OWNER may, without recourse or other legal action, retain from the monies that are or may become due the amount stipulated below for each and every calendar day (Sundays and legal holidays excepted) that the delivery of goods may be delayed beyond the time stipulated below. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the OWNER due to such delay for extra costs due to engineering or other expenses. The schedule of completion dates and amount for liquidated damages are as follows:

CONTRACT	CALENDAR DAYS TO COMPLETE	LIQUIDATED DAMAGES
Contract No. 1-2020	CONTRACTOR INSERT # OF DAYS	\$500.00 per Day

Upon request the bidder will be expected to amplify the statements contained herein as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of

said bidder or any other bidder or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the OWNER or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the OWNER'S Officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this _____ day of _____, 2020.

Bidder

By _____
(Signature of Individual, Partner,
or Officer Signing the Proposal)

(SEAL)
(Seal is required if Bidder is a
Corporation)

Title

Company Name

Federal I.D. # or Social Security #

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
 Name: _____	 Name: _____
Home Address: _____	Home Address: _____
_____	_____
 Name: _____	 Name: _____
Home Address: _____	Home Address: _____
_____	_____

Subscribed and sworn before me this ____ day of _____, 2020.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Borough of Clementon

(Name of Local Contracting Unit)

30 YARD LEAF/DEBRIS
COLLECTION TRAILER

(Name of Project)

1-2020

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
AFFIRMATIVE ACTION REGULATIONS

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

The successful bidder of all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter from the U.S. Department of Labor that the vendor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);

OR

b. A photocopy of their approved Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4;

OR

c. If the Vendor cannot present "a" or "b", the vendor is required to submit a completed Employee Information Report (Form AA302) in accordance with N.J.A.C. 17:27-4. This form can be obtained from the contracting unit during normal business hours.

The successful vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment opportunity in Public Contract (Division). The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

TITLE: _____ PRINT NAME: _____

DATE: _____

APPENDIX B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the **Borough of Clementon**, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Bidder Company Name

Signature & Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

I, _____ of the City of _____
(Name)

in the County of and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____
(Name) (Title, Position, etc.)

in the firm of _____ the bidder making the proposal to _____
(Name of Owner)

for work under _____
(Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant adjacent to signature).

Subscribed and sworn to before me this _____ day of _____ 2020.
Notary Public of _____
My Commission Expires _____

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

(Name)

being duly sworn, deposes and says that he resides at

and that he is the _____
(Give Title)

of _____

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He/She further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

Affiant

Subscribed and Sworn to me this _____ day of _____, 2020.

Notary Public
My Commission Expires _____

State of New Jersey Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

CERTIFICATE OF INSURANCE (SAMPLE)

Name & Address of Insured

Afforded <small>Enter (X)</small>	Required	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Limits of Liability		
					Amounts of Less Than \$1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Liability Comprehensive Gen. Form			General Aggregate	\$2,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Premises-Operations			Bodily Injury	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explosion & Collapse Hazard			Property Damage	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Hazard			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Products/Completed Operations Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual Ins. (Blanket)			Personal Injury	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Broad Form Prop. Damage					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Independent Contractors					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Injury					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Automobile Liability Comprehensive Form			Bodily Injury (Each Person)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owned			Bodily Injury (Each Accident)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Owned			Property Damage	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Liability Umbrella Form			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input type="checkbox"/>	Other Than Umbrella Form					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage \$100,000/\$500,000		
					Minimum \$100,000	\$100,000	\$

Remarks: Additional Insured: **BACH ASSOCIATES, PC, OWNER, and OWNER'S SOLICITOR**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to give a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

Name of Agency

Street Address

City, State & Zip Code

Signature of Authorized Representative of Insurance Company

Address

Date

Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.